

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 8/15/2005	Department ID Number: CS05-024

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
SUBMITTED BY: *Penelope Culbreth Graft*
 PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR
PREPARED BY: HOWARD ZELEFSKY, DIRECTOR, PLANNING *HZ*
 JIM B. ENGLE, DIRECTOR, COMMUNITY SERVICES
 JENNIFER MC GRATH, CITY ATTORNEY *JM*
SUBJECT: APPROVE SURPLUS SCHOOLS DRAFT MEMORANDUM OF
 UNDERSTANDING WITH FOUNTAIN VALLEY SCHOOL DISTRICT

RECEIVED
 CITY CLERK
 CITY OF
 HUNTINGTON BEACH, CA
 2005 AUG - 11 A 8:00

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: There is a need for the city to conceptually approve a draft Memorandum of Understanding between the city and the Fountain Valley School District relating to the disposition of Wardlow and Lamb School sites.

Funding Source: N/A

Recommended Action: Motion to:

Direct city staff to meet and confer with the Fountain Valley School District and return to City Council with a Memorandum of Understanding (MOU) that provides for the disposition of the Wardlow and Lamb School sites consistent with the terms contained in the draft MOU included herein.

Alternative Action: Do not move forward with negotiating a final MOU with the Fountain Valley School District at this time, and direct staff on how to proceed relative to the closed school sites.

Analysis: On March 22, 2005, the Fountain Valley School District (FVSD) Board of Trustees notified the city of its intention to surplus or sell three school sites. Two of those sites are within the City of Huntington Beach. Wardlow School is located at 9191 Pioneer, and Lamb School is located at 10251 Yorktown. Resolution No. 2005-38 was adopted by City Council on May 16, 2005, and entitled, "A Resolution of the City Council of the City of Huntington Beach Relating to the Inadequacy of Public Lands in the Vicinity of the Wardlow and Lamb School Sites to Meet the Existing and Foreseeable Needs of the Community for Playground, Playing Field, and Other Outdoor Recreational and Open-Space Purposes." Said resolution authorized the City Administrator or her designee to notify the FVSD of the city's intention to negotiate the acquisition of the Wardlow and Lamb School sites pursuant to the Naylor Act.

F-2

REQUEST FOR ACTION

MEETING DATE: 8/15/2005

DEPARTMENT ID NUMBER:CS05-024

Since that time, Planning, Community Services, and City Attorney's Office staff have conferred numerous times with the FVSD. Those discussions have resulted in a draft MOU between the city and the FVSD that contains dealpoints for an agreement that would allow for the disposition of the Wardlow and Lamb School sites and addresses the city's concerns with regard to the potential loss of recreational space at both sites. The draft MOU contains six clauses, which state:

- ☐ The FVSD agrees to assist with the relocation of athletic fields: soccer at the Lamb School site and baseball at the Wardlow School site.
- ☐ The FVSD agrees to dedicate ± 5.2 acres of Wardlow School to the City of Huntington Beach.
- ☐ The city agrees to make every effort to preserve land value by approving ± 126 lots total on the Wardlow and Lamb sites.
- ☐ The city will make every effort to expedite all entitlement processing on the Wardlow and Lamb sites.
- ☐ Quimby Act fees on the school sites shall be offset by park relocation/redevelopment.
- ☐ In the event the FVSD does not implement the provisions of this MOU, the city retains the right to purchase six to eight acres on the Wardlow site under the terms and prices required by the Naylor Act.

The Surplus School Property Purchasing Plan, approved by City Council on May 2, 2005, identified the need to acquire 8.6 acres at Wardlow School. Under the Naylor Act, the city could purchase this acreage at 25 percent of market value. Through negotiations and due to the financial constraints of the city, the FVSD has offered to dedicate acreage from the Wardlow School site to the city. The school district has also made a commitment to assist in relocating the sports fields if necessary. The last clause of the draft MOU provides that if the FVSD elects not to dedicate the property pursuant to the terms of the MOU, the city will retain the right to purchase approximately eight acres of open space at the Naylor Act price for a certain period of time.

The requested action will direct city staff to work with the FVSD to prepare a final agreement based on the terms outlined in the draft MOU that will be brought back to City Council and the FVSD Board of Trustees for consideration. The recommended action would indicate to the FVSD that City Council concurs with the terms included in the draft MOU and wishes to consider a final MOU for the disposition of the surplus school sites on September 19, 2005.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Draft Memorandum of Understanding

F-2.2

F-23

ATTACHMENT NO. 1

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of _____, 2005, ("Effective Date") between the Fountain Valley School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("School District") and the City of Huntington Beach, a political subdivision of the State of California duly organized and validly existing under the Constitution and laws of the State of California ("City") and with respect to the following facts:

WHEREAS, School District is the owner in fee, of that certain real property consisting of approximately 14.2 acres located at 10251 Yorktown Street, City of Huntington Beach, California, known as the Lamb Site; and

WHEREAS, School District is the owner in fee, of that certain real property consisting of approximately 15.0 acres located at 9191 Pioneer Drive, City of Huntington Beach, California, known as the Wardlow Site; and

WHEREAS, the School District desires to dispose of the Lamb and Wardlow sites, and is in the process of following the surplus property procedures set forth in the California Education Code and California Government Code to effectuate the sale of these properties; and

WHEREAS, School District and City have had negotiations regarding the disposition of the Lamb and Wardlow sites, as well as the District's seeking of land use entitlements and zoning related to both the Lamb and Wardlow sites;

WHEREAS, School District and City wish to enter into this Memorandum of Understanding ("MOU") as a basis for their future negotiations and discussions regarding the disposition of the Lamb and Wardlow Sites, as well as the District's seeking of land use entitlements and zoning related to both the Lamb and Wardlow sites.

NOW, THEREFORE, the Parties hereto establish the following principles to guide their future negotiations on this matter:

1. The School District agrees to assist with the relocation of the following athletic fields:
 - A. Soccer Field at Lamb Site
 - B. Baseball fields at Wardlow Site
2. The School District agrees to donate approximately 5.2 acres of the Wardlow site to the City.
3. The City agrees to make every effort to preserve land value by approving approximately 126 lots, in total, associated with the Lamb and Wardlow sites.
4. The City will make every effort to expedite all entitlement processing on the Lamb and Wardlow Site, including allowing School District and School District representatives, agents,

F-24

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engineers, consultants, contractors, and designees access onto City property directly adjacent to the Wardlow site for purposes of School District examination, inspection and investigation of such property in order to allow for possible field configuration. School District shall notify City at least twenty-four (24) hours prior to any such access. School District shall indemnify City and hold it harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with School District's activities on such City property

5. Any and all Quimby Act fees on the Lamb and Wardlow sites shall be offset by park relocation and/or site development.

6. In the event that the District decides not to implement the provisions of this MOU, the City retains the right to purchase up to eight (8) acres of land on the Wardlow site under the terms and prices required by the Naylor Act. This right must be exercised within forty-five (45) days of written notification to the City by the School District that the School District will not implement the provisions of this MOU. Failure to exercise this right within the forty-five day period will be deemed a waiver of such right.

7. This MOU may be executed in any number of separate counterparts, of which so executed shall be deemed an original, and such counterparts shall together constitute one and the same MOU.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed as of the date first set forth above.

DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____
Its: _____

CITY: CITY OF HUNTINGTON BEACH

By: _____
Its: _____

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F-2.5

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